



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
03979-22
(Dept., Division, FY, #)
H&SS/SA
BUDGET ACCOUNT:
7564
SUBJECT ACCOUNT:
3153

1. This Contract is entered into between the County of Solano and the Contractor named below:

Aldea, Inc.

CONTRACTOR'S NAME

2. The Term of this Contract is:

February 1, 2022 to June 30, 2023

3. The maximum amount of this Contract is:

\$ 336,796

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provision
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions

This Contract is made on February 1, 2022.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Rows include contractor name (Aldea Inc.), signature (Julie Burns), address (2310 1ST SR, Napa, CA 94559), and county administrator (Birgitta E. Corsello) and council member (Lori Mazzella) information.

Rev.12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

1. PROGRAM DESCRIPTION

Contractor will develop and provide an outpatient substance use treatment program and an intensive outpatient substance use treatment program, providing a combination of individual, group, and family therapy services to adolescents. Contractor will provide case management as an important element of the program, assisting clients and families with ancillary needs to assist them in engaging and sustaining their treatment enrollment. Additionally, contractor will engage in outreach, early intervention and prevention efforts with adolescents to promote the program and develop sustainable referral pathways. Program is in fulfillment of Solano County's Substance Abuse Block Grant (SABG).

2. CONTRACTOR WILL BE RESPONSIBLE FOR THE FOLLOWING:

A. Target Population:

- a. Contractor will serve adolescents, age 12-21, who are Solano County residents in need of outpatient or intensive outpatient substance use treatment services.
 - i. The priority population is Medi-Cal beneficiaries. Contractor may serve Organized Delivery System (ODS) regional model beneficiaries who meet criteria for services.
 - ii. The contractor may also serve Solano youth who do not have Medi-Cal, but who meet the clinical need for substance use treatment and have been unable to access that service through their insurance provider or have a share of cost that is a barrier to treatment.
 - a. Contract will utilize the county's existing SUD Authorization process to obtain initial and ongoing approval for all referrals who do not have Solano County Partnership Medi-Cal.

B. Referrals:

- a. Contractor will engage in assertive outreach efforts to educate local partners (i.e. schools, probation, child welfare services, etc.) on their program and referral process.
- b. Referrals will be received in accordance with Regional Model Organized Delivery System (ODS).
 - i. Via Solano County Access, Solano County designated "direct referrers," via Partnership Healthplan/Beacon and self-referrals.

C. Credentialing:

- a. Contractor will obtain and maintain Drug Medi-Cal certification for youth outpatient and intensive outpatient service delivery. In the event of a lapse in Medi-Cal certification, contractor will alert County contract manager within 10 business days.
- b. Contractor will contract with Partnership Healthcare to provide substance use treatment services through the Organized Delivery System – Regional Model.
 - i. Contractor will follow all quality assurance, compliance, monitoring, and regulatory standards as defined in their contract with Partnership Healthplan.

3. WORK ACTIVITIES:

Contractor will:

- A. Comply with DHCS guidelines in developing and implementing the youth treatment program and Minimum Quality Drug Treatment Standards for SABG (Document 2F (b)).

- B.** Utilize the American Society of Addiction Medicine (ASAM) in combination with other appropriate clinical assessments and screeners to assess and prioritize the behavioral health needs of referred individuals. A client's eligibility for these services is determined by their Substance Use Diagnosis (SUD), clinical assessment of needs, as well as a willingness to attend treatment services.
- C.** Develop an individualized plan of care for each person served which may include:
- Recovery programming and drug and alcohol education
 - Individual, Group, Family and Peer Counseling
 - Health Education
 - Life skills coaching
 - Referral to Medication Assisted Treatment
 - Recovery Peer support
 - Case coordination
 - Resource assistance
 - Case management
 - Aftercare planning and Recovery Services

Services are provided in group and individual sessions, at a dosage that is supported by clinical needs and client's amenability. Services will be provided in the office and in the community, as determined by client need.

The adolescent client's treatment will focus on

- 1) reducing and managing symptoms and distress,
- 2) reducing the likelihood of placement into higher level of restrictive care and/or psychiatric hospitalizations,
- 3) improving individuals' ability to achieve success in independent roles through appropriate education and employment opportunities, and
- 4) limiting the impact of substance use on behavioral health functioning.

4. REPORTING REQUIREMENTS:

Contractor will:

- A.** Submit Program data reporting quarterly which include:
- a. Number of adolescents enrolled in SUD treatment
 - b. Number of assessments for new referrals
 - c. Average time from referral to assessment
 - d. Number and nature of outreach efforts, target population/agency, date
- B.** Submit Program outcomes quarterly, include the following:
- a. At least twice-monthly outreach efforts with potential referral relationships and community partners.
 - b. 50% of youth enrolled in SUD treatment will successfully complete treatment.
- C.** Using the tool provided by the County, collect, compile and submit monthly MHSA agreed upon contract deliverables and consumer demographic data by the 15th of each month unless granted an extension by the County Contract Manager or designee. Data may include but is not limited to:
- a. Name of consumers served.
 - b. Referral source for each consumer.
 - c. Admission date for each consumer.
 - d. Length of treatment to date.
 - e. Number of unduplicated individuals served; and
 - f. Qualitative outcomes agreed upon in this contract.

- D. Submit the monthly Demographic Report Form to include demographic categories determined by MHSA regulations, which include:
 - a. Age group.
 - b. Race.
 - c. Ethnicity.
 - d. Primary Languages
 - e. Sexual orientation
 - f. Gender assigned sex at birth.
 - g. Current gender identity.
 - h. Disability status.
 - i. Veteran status.
- E. Complete California Outcomes Measurement System for Treatment (CalOMS-Tx) reporting in accordance with DHCS CalOMS-Tx Data Collection Guide.
- F. Submit monthly Drug and Alcohol Treatment Access Report (DATAR) in an electronic copy format as provided by DHCS.

5. CONTRACT MONITORING MEETINGS

Contractor will:

- A. Ensure at least one member of the leadership team is available to meet with the County Contract Manager or designee for technical assistance meetings and monitoring of program deliverables.
- B. Ensure that staff providing program oversight and management attend the quarterly performance review meeting as scheduled by the County to review the scope of work (SOW) and to discuss performance measures, fiscal expenditures, and clinical progress of program participants as appropriate per the contract. Meetings can be held in person or virtually.

6. CULTURAL & LINGUISTIC CONSIDERATIONS

Contractor will:

- A. Ensure the delivery of culturally and linguistically appropriate services to beneficiaries by adhering to the following:
 - 1. At minimum:
 - a. Utilize the national Culturally and Linguistically Appropriate Services (CLAS) standards in Health Care under the Quality Assurance/Quality Improvement (QA/QI) agency functions and policy making. For information on the CLAS standards please refer to the following link:
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
 - b. Use the agency Cultural Responsivity Plan developed during FY 21/22 to guide practices and policies in order to ensure culturally and linguistically appropriate service delivery.
 - i. The agency Cultural Responsivity Plan will be reviewed and updated at least annually, and a copy submitted to County MHP Ethnic Services Coordinator or Quality Improvement as directed by December 31st. The Plan update will include progress made on previous goals and newly developed goals for the next year.
 - ii. Submit a revised plan if County determines the plan to be inadequate or not meeting fidelity to the CLAS standards.

- c. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the intentional outreach, hiring, and retention of a diverse workforce.
- d. Provide culturally sensitive service provision and staff support/supervision, including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.

B. Provide services in Preferred Language:

1. Provide services in the preferred language of the beneficiary and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL).
 - a. This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the beneficiary or family expressly refuses the interpreter provided.
2. Identify and contract with an external interpreter service vendor or may avail themselves to using the vendor provided and funded through Solano County Health and Social Services.
3. Ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically used in the mental health field is recommended.
4. Ensure that all staff members are trained on how to access interpreter services used by the agency.
5. Provide informational materials as required by Section 6 below, legal forms and clinical documents that the beneficiary or family member may review and/or sign shall be provided in the beneficiary/family member's preferred language whenever possible.
6. At minimum, provide translation of written informing materials and treatment plans in the County's threshold language of Spanish as needed for beneficiaries and/or family members.

C. Cultural Humility Training:

1. Ensure that all staff members including direct service providers, medical staff, administrative/office support, recreation staff, and leadership complete at least one training in cultural humility and/or social justice per year.
2. Maintain evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving the mandatory annual cultural humility and/or social justice training. Submit evidence of staff training to Contract Manager biannually with the monthly reporting on January 15th and July 15th for the FY this contract covers.
3. Participate in County and agency sponsored training programs to improve the quality of services to the diverse population Solano County.

7. QUALITY IMPROVEMENT ACTIVITIES

Contractor will:

A. Serious Incident Reports (SIRs):

1. Communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form following the process outlined in County policy ADM-1.10 Serious Incident Reporting, including but not limited to the following:

- a. Verbally notify County Quality Improvement immediately but not later than 4 hours after a serious incident.
 - b. Submit the SIR electronically to County Quality Improvement within 24 hours of the incident or sooner via Comply Track website and will provide the SIR tracking number to Solano County contract manager by email.
 - c. Communicate directly with the County Quality Improvement designee, or the County Contract Manager or designee to provide any additional information needed regarding the reported incident.
 - d. Discuss and develop with County Behavioral Health Administration/Quality Improvement recommendations to achieve more desired outcomes in the future. An Adverse Outcome meeting can be held in which the Contractor may need to attend, in order to discuss the SIR, interventions and recommendations for policy/program improvement.
 - e. Reporting data breaches or security incidents are required to both County Quality Improvement and County Health and Social Service Compliance Unit concurrently immediately upon discovery and no later than 24 hours.
2. Compliance Investigations:
- a. At any time during normal business hours and as often as the County may deem necessary, Contractor will make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Contract. Additionally, permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding beneficiaries receiving services, and other data relating to all matters covered by this Contract.
3. Conflict of Interest – Expanded Behavioral Health Contract Requirements:
- a. Abide by the requirements outlined in County policy ADM146 Disclosure of Ownership, Control and Relationship Information of Contracted Agencies, including but not limited to the following:
 - i. Disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by the Contractor to the County.
 - ii. Ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
 - iii. Require any providers or any other person within the agency with at least a 5% ownership interest to submit a set of fingerprints for a background check.
 - iv. Terminate involvement with any person with a 5% ownership interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last 10 years.
 - b. Ensure that all Contractor staff, including administrative, provider, and management staff, receives formal Compliance training on an annual basis.
 - c. Provide evidence, including sign-in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Contract Manager or designee annually by July 15th for the training the year prior.

8. CONFIDENTIALITY OF SUBSTANCE USE RECORDS

Contractor will:

- A. Abide by all provisions set forth in CFR 42 Part 2, subparts A-E.

- B. Notify HSS Department Compliance unit within 4 hours of discovery at Compliance@SolanoCounty.com or 707-784-3198 with a notification to QualityImprovement@SolanoCounty.com in the event of a breach or security incident by Contractor or Contractor's staff. Any damages or expenses incurred shall be at Contractor's sole expense.

9. SUBSTANCE ABUSE BLOCK GRANT MONITORING

Contractor will:

- A. Certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- B. Establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54 regarding non-discrimination and Institutional safeguards for religious providers.
- C. Comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239 regarding Trafficking Victims Protection Act of 2000.

10. COUNTY RESPONSIBILITIES

County will:

- A. Provide technical assistances in the form of phone consultations, site visits and in person or virtual meetings to provide clinical guidance and address challenges in the clinical program, implementation and/or performance of the Scope of Work.
- B. Assign a Program Liaison to work closely with the program to support the consumers being served and to monitor the census and program capacity.
- C. Promote collaboration and communication between contractor and consumers' case management teams.
- D. Provide feedback on performance measures objectives in a timely manner to seek a proactive solution.
- E. Develop reporting forms not otherwise detailed in this Contract in coordination with Contractor.
- F. Provide feedback on fiscal performance and process budget modifications and contract amendments as appropriate.
- G. Make available electronically all policies and procedures referenced herein and inform the Contractor as policies are reviewed and updated so that the Contractor is aware of changes.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the “Contract Budget” attached to this Contract as Exhibit “B-1” and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in **Section 3 of the Standard Contract**. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month.
- B. Claims submitted by Contractor must meet the criteria set forth in section I.E and be documented by a fiscal monitoring report (Exhibit B-2). **Each invoice must specify the actual charges incurred.**
- C. Contractor must request prior written approval, which approval may be withheld at the sole and absolute discretion of County, for transfers between budget categories or the addition of line items within the operating expenses category, which are set forth in Exhibit B-1, when the cumulative amount of such transfers or additions exceed the lesser of \$20,000 or 10% of the total Contract budget for the fiscal year. County may authorize the proposed transfers between budget categories or the addition of line items within a budget category under this section, except for personnel, subcontractors, indirect costs and capital expenditures (equipment or real property), provided that such transfers or additions do not substantially change the scope of services to be provided under this Contract and do not increase the Contract amount. Requests for transfers between budget categories or addition of budget line items within a budget category over the aforementioned threshold must be presented to the County on the County’s “Budget Modification Request Form”. Budget modifications below the threshold must be presented on Exhibit B-2 Fiscal Monitoring Report and submitted with the monthly vendor claim and invoice. Contractor is limited to 2 budget modifications per fiscal year and must be requested by May 31st.
- D. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. If the disallowance is related to a billable service, the disallowed amount will be calculated based on the vendor’s interim Medi-Cal billing rate (Exhibit B-3). Contractor may submit a written appeal to a disallowance to the County Health and Social Services Behavioral Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.
- E. The following criteria apply to Contract Budget submitted by Contractor under this Contract:
 - 1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include

Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included and in accordance with Contractor's approved written policies and allocation plan.

2. Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets and time studies for each employee whose time is charged to this Contract must be maintained by Contractor and available upon request by the County.
3. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A of this Contract and be incurred during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
4. Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. Contractor must use a negotiated indirect cost rate with a federal agency. A Contractor who does not have a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 13% of modified total direct costs, as defined in 2 CFR part 200.68, provided the Contractor does not use the Direct Allocation Method of allocating indirect costs (as discussed in Appendix IV to Part 200).
5. Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method or the 13% of modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts.

2. ACCOUNTING STANDARDS

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13C. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct allocation method.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR Part 200, subpart E, Cost Principles and Appendix IV to Part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.
- C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

3. PERSONAL PROPERTY

Contractor shall develop and maintain a system to track the acquisition of tangible personal property purchased with County funds having a cost of at least \$1,500 and submit, upon County's request, an annual accounting of all such property purchased that includes information on cost and acquisition date. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall, upon County's request, return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to CFR Part 200.436).

4. FINANCIAL STATEMENTS AND AUDITS

- A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If Contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, Contractor agrees to furnish unaudited financial statements by September 1.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit of the County or Contractor's services..

5. SUBMISSION OF COST REPORT

- A. County will, at its discretion, schedule a cost report briefing each fiscal year. Contractor will submit its cost report and all supporting documentation by the deadline set by the County. Such report shall be in compliance with the State Department of Health Care Services requirements. The reports shall be on forms prescribed by the County and furnished to Contractor by County. Contractor's cost report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.
- B. If Contractor is currently out of compliance with the cost report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld until such time as Contractor submits an acceptable cost report. County will not be liable for any interest that may accrue as a result of delay in payment caused by Contractor's failure to submit an appropriate cost report.

6. SUB RECIPIENT MONITORING AND MANAGEMENT

If Contractor is determined to be a subrecipient, Contractor agrees to:

- A. Provide a fiscal monitoring report which compares the Contract budget per line item in relation to the monthly invoice, cumulative total invoice, and the total Contract balance. The County will provide the required format.
- B. If applicable, conduct an annual single audit, at Contractor's expense, according to the requirement of 2 CFR part 200, subpart F Audit Requirements, which identifies all funds granted, received, disbursed and expended.
- C. In adherence with 2 CFR part 200, subpart D, this Contract (subaward) must include the following information at the time of Contract (subaward) execution. Significant changes to these data elements may require a modification form.

1. Subrecipient Name (which must match the name associated with its DUNS number): [Aldea, Inc.]
2. Subrecipient DUNS number: [070154695]
3. Federal Award Identification Number (FAIN): [Not applicable]
4. Federal Award Date (date when the federal award was signed by authorized official of awarding agency): [Not applicable]
5. Subaward Period of Performance Start and End Date: [Not applicable]
6. Amount of Federal Funds obligated by this action: [Not applicable]
7. Total Amount of Federal Funds obligated to the subrecipient: [Not applicable]
8. Total amount of Federal Award: [Not applicable]
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): [CRRSAA Substance Abuse Block Grant Supplemental -Adolescent, APRA Substance Abuse Prevention and Treatment Block Grant Supplemental– Discretionary]
10. Name of Federal awarding agency, pass-through entity and contact information for awarding official: [County will use Federal Substance Abuse Prevention and Treatment (SABG) Block Grant monies to fund this agreement. Funding for SABG is through the Department of Health and Human Services – Substance Abuse and Mental Health Services Administration]
11. CFDA Number and name: [93.958 – Block Grants for Community Mental Health Services]
12. Identification of whether the award is for research and development.
13. Indirect cost rate for the Federal award (including if the de minimus rate is charged per 2 CFR 200.414 Indirect (F&A) costs): []

**EXHIBIT B-1
BUDGET DETAIL**

Program Budget Year 1	
February 1, 2022 - June 30, 2022	
Line Item	FY 2021/22
<u>Personnel</u>	
Chief Program Officer	5,855.00
Senior Director	5,833.00
Program Director	19,792.00
Clinical Supervisor	13,516.00
Treatment Therapist	21,875.00
AOD Counselor	20,125.00
Compliance Supervisor	3,900.00
Compliance Specialist	13,650.00
Compliance Manager	5,313.00
Applications System Administrator	1,950.00
Administrative Support	865.00
Benefits	22,535.00
Subtotal Personnel	\$ 135,209.00
<u>Operating Expenses</u>	
Occupancy	10,000.00
Internet, EHR, IT, Phone	3,500.00
Training & Conferences	1,000.00
Start-Up	24,000.00
<ul style="list-style-type: none"> • Laptops, monitors, other IT equipment • Cell phones • Office Furniture • Office supplies, equipment • Staff Recruitment costs 	
Subtotal Operating Expenses	\$ 38,500.00
Indirect Costs	\$ 26,056.00
Total Expenses	\$ 199,765.00

Program Budget Year 2	
July 1, 2022 - June 30, 2023	
Line Item	FY 2022/23
<u>Personnel</u>	
Program Director	9,785.00
Clinical Supervisor	13,364.00
Treatment Therapist	14,420.00
AOD Counselor	33,166.00
Compliance Specialist	8,998.00
Compliance Manager	8,755.00
Administrative Support	2,138.00
Benefits	19,031.00
Subtotal Personnel	\$ 109,657.00
<u>Operating Expenses</u>	
Occupancy	6,000.00
Internet, EHR, IT, Phone	2,000.00
Office Supplies & Services	1,500.00
Subtotal Operating Expenses	\$ 9,500.00
Indirect Costs	\$ 17,874.00
Total Expenses	\$137,031.00
Total Contract Amount	\$ 336,796.00

EXHIBIT B-2: FISCAL MONITORING REPORT								
Vendor Name:								
Contract#:								
July 1, 2021 - June 30, 2022								
Line Item	FY 20YY/YY Approved Contract Budget	Budget Modification 1: Date mm/dd/yy	Budget Modification 2: Date mm/dd/yy	Revised Contract Budget	YTD Paid Invoices	% Used (YTD Paid Invoices/ Revised Contract Budget)	Current Month Invoice: mm/yy	Contract Balance
<u>Personnel</u>								
Staff Member 1								
Staff Member 2								
Staff Member 3								
Staff Member 4								
Benefits								
Subtotal Personnel	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
<u>Operating Expenses</u>								
Rent & Utilities								
Office Supplies & Materials								
Telephone/ Communications								
Postage/Mailing								
Reproduction/Copying								
Travel								
Training/Conferences								
Other								
Subtotal Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
<u>Subcontractors</u>								
Subcontractor 1								
Subcontractor 2								
Subtotal Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
<u>Indirect Costs</u>								
Subtotal Indirect	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Grand Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Total Budget Balance								\$ -

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|--|---|---|
| (1) General Liability:
(Including operations, products and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage
To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|----------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
|----------------------|--------------------|--|

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit D-1.

2. CHILD/ADULT ABUSE

Contractor shall execute the forms attached as Exhibits D-2 and D-3.

3. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. County and Contractor acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

4. NATIONAL VOTER REGISTRATION

Contractor is required to conduct active voter registration activities if practical. Voter registration activities shall be conducted in accordance with Health and Social Services Department, Mental Health Policy Number 24.0, National Voters Registration Act of 1993. Contractor shall complete the Voter Registration Act (VRA) Certification Form attached as Exhibit D-4, indicating that voter registration activities are actively conducted.

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

Aldea, Inc.

Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a.) The dangers of drug abuse in the workplace;
 - (b.) The person's or organization's policy of maintaining a drug-free workplace;
 - (c.) Any available counseling, rehabilitation and employee assistance programs; and
 - (d.) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a.) Will receive a copy of the company's drug-free policy statement; and
 - (b.) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the Contract Employee to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.




Contractor Signature

02/25/2022
03:29 PM EST

Date

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, non-medical practitioner, or employee of a child protective agency who has knowledge of; or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

A full copy of Penal Code section 11166 has been provided to me.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

Signature:   _____

Date: 02/25/2022
03:29 PM EST

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions: Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|---|--|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution including foster homes and group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility, including adult day health care facilities | 21. Any other person who provides goods or services necessary to avoid physical harm or mental suffering and who performs duties |
| 11. Regional center for persons with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Signature:  

Date: 02/25/2022
03:29 PM EST

NATIONAL VOTER REGISTRATION ACT (NVRA) OF 1993

Company/Organization Name

Aldea, Inc.

SOLANO COUNTY MENTAL HEALTH PROGRAMS (SCMHP):

UNDER CONTRACT WITH Solano County Health and Social Services Department (Mental Health Services).

The contractor or grant recipient named above certifies compliance with the National Voter Registration Act (NVRA) of 1993 in matters relating to providing a voter registration services to any and all consumers who utilize mental health services in the County of Solano.

The above named contractor will:

1. Publish a statement notifying employees that they shall comply with the implementation of a voter registration services as defined in the Solano County Health and Social Services Policies and Procedures Manual,
2. Establish a Voter Registration Program as required by the Solano County Health and Social Services Department, Mental Health Services, and
3. Provide, as required by NVRA, information and data as requested by the Solano County Health and Social Services Department for compliance with the Department of Mental Health (DMH) Information Notices and Implementation audits.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date, in the county below, is made under penalty of perjury under the laws of the State of California.

Signature:   _____

Date: 02/25/2022
03:29 PM EST